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Attorneys for Secured Creditor
7 ADVANCE CONSTRUCTION TECHNOLOGY, INC.

8 UNITED STATES BANKRUPTCY COURT FOR THE
9 NORTHERN DISTRICT OF CALIFORNIA
10 OAKLAND DIVISION

11 In re:

Bk. No. 08-47156-LJT

12 MACARTHUR HEIGHTS HOMEOWNERS'
13 ASSOCIATION,

Chapter 11

14 Debtor.

DECLARATION OF
OMAR HINDIYEH
IN SUPPORT OF OPPOSITION
TO OBJECTION TO CLAIM

15 Hearing-
16 Date: **Hearing Requested**
17 Time:
Place:
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21 I, OMAR HINDIYEH, declare and state:

22 1. I am the Owner of CMA Consulting ("CMA"). CMA is a construction
23 project management service company. I am also an individual consultant who assists individuals
24 and entities in obtaining qualified contractors to affect construction projects. I have extensive
25 experience in the construction industry and have managed hundreds construction projects. A
26 copy of my resume evidencing my experience is attached hereto as Exhibit "A."
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1 2. MacArthur Heights Homeowners Association ("Debtor") hired CMA to
2 act as project manager to oversee a reconstruction project ("Project") at a 56 unit condominium
3 complex located at Anair Way, Oakland, California 94605. This condominium complex and all
4 individual parcels therein are hereafter referred to as the "Property." Debtor hired CMA to find a
5 qualified contractor for the Project, and to solicit bids from qualified contractors. In addition,
6 once a contractor was approved, CMA was to act as a liaison to oversee the Project management,
7 to administer payments owing to the contractor, and to otherwise follow up on Project related
8 duties for the Debtor. After review of bids by various contractors, ~~I advised the Debtor~~ ^{THE DEBTOR CHOSE} to select
9 ACT, as I believed and still believe that they are competent and capable and provided a
10 competitive bid.
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12 3. I personally reviewed the Project construction services provided by ACT
13 to the Debtor related to the Property, during the entire time that ACT provided services to the
14 Debtor. During this entire time, I was not advised by the Debtor or any homeowner of any work
15 quality issues related to the services performed by ACT. ^{THAT WERE NOT ADDRESSED TIMELY BY} It is my opinion that ACT did a very ^{ACT.}
16 good job. Any problems that occurred on this Project resulted from the Debtor's failure to pay
17 ACT. This resulted in cessation of construction efforts and the need for ACT to put in temporary
18 protective measures, i.e. building paper, and shear value support, to provide temporary protection
19 to the units on the Property, after ACT was forced to discontinue work due to non-payment.
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22 4. I understand that the Debtor contends that there were water related defects
23 on units that ACT was reconstructing, and that this was due to the negligence of ACT. I disagree
24 with any such assertion. ACT went above and beyond what many contractors would do in
25 similar circumstances when faced with non-payment over an extended period of time. ACT took
26 every precaution to provide temporary protection to the units from moisture, but the only way
27 that moisture damage could have been avoided on a long term basis, was to construct the
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1 improvements and repairs that were contracted for. This did not occur because ACT did not get
2 paid and because the Debtor did not find another contractor to complete the work.

3 I declare under penalty of perjury under the Laws of the State of California that
4 the foregoing is true and correct to the best of my knowledge, information and belief.

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7 Date: 5.8.09


OMAR HINDIYEH